

# EXHIBIT B

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

*In Re: Crude Oil Commodity Futures Litigation*

MASTER FILE  
No. 11-cv-3600

ECF Case

Hon. Katherine B. Forrest

**DECLARATION OF LINDA P. NUSSBAUM IN SUPPORT OF  
CLASS COUNSEL’S PETITION FOR AN  
AWARD OF ATTORNEYS’ FEES AND REIMBURSEMENT OF EXPENSES**

I, Linda P. Nussbaum, pursuant to 28 U.S.C. §1746, hereby declare as follows:

1. I am managing director with the law firm of Nussbaum Law Group, P.C. (“Nussbaum Law”). The statements herein are true to the best of my personal knowledge, information and belief based on the books and records of Nussbaum Law and information received from Nussbaum Law attorneys and staff.

2. I respectfully submit this declaration in support of Settlement Class Counsel’s Motion for an Award of Attorneys’ Fees and Reimbursement of Expenses filed concurrently herewith.

3. On May 26, 2011, Plaintiff Stephen E. Ardizzone filed in this Court an initial class action complaint against Defendants. ECF No. 1. The case was assigned to Judge William H. Pauley, III for its relation to the following actions: *Ardizzone v. Parnon Energy Inc.*, et al., 11-cv-3600 (WHP) (S.D.N.Y.); *Todd Kramer v. Parnon Energy Inc.*, et al., 11-ccv-3606 (WHP) (S.D.N.Y.); *AIS Futures Management, LLC, et al. v. Parnon Energy Inc.*, et al., 11-cv-03629 (WHP) (S.D.N.Y.); *Galan v. Parnon Energy Inc.*, et al., 11-cv-03637 (WHP) (S.D.N.Y.); *Cervino Capital Management LLC v. Parnon Energy Inc.*, et al., 11-cv-03769 (WHP)

(S.D.N.Y.); *Adams Affiliates, Inc. v. Parnon Energy Inc., et al.*, 11-cv-03769 (WHP) (S.D.N.Y.); *FTC Capital GmbH v. Parnon Energy et al.*, 11-cv-03895 (WHP) (S.D.N.Y.); *Seidner v. Parnon Energy Inc., et al.*, 11-cv-03910 (WHP) (S.D.N.Y.); *LoSordo, Jr. v. Parnon Energy Inc., et al.*, 11-cv-0393 (WHP) (S.D.N.Y.); *DCM Energy LLC v. Parnon Energy Inc., et al.*, 11-cv-03969 (WHP) (S.D.N.Y.); *Bernstein v. Parnon Energy Inc., et al.*, 11-cv-04110 (WHP) (S.D.N.Y.); *Loza v. Parnon Energy Inc., et al.*, 11-cv-04155 (WHP) (S.D.N.Y.); *Courtial v. Parnon Energy Inc., et al.*, 11-cv-04279 (WHP) (S.D.N.Y.); and *Haber v. Parnon Energy Inc., et al.*, 11-cv-04309 (WHP) (S.D.N.Y.). See ECF No. 17.

4. By order dated July 22, 2011, the Court consolidated the aforementioned cases. ECF No. 17.

5. On June 3, 2015, Plaintiffs and Defendants executed a settlement agreement establishing an escrow account of \$16,500,000. If finally approved, the Settlement Agreement will resolve all claims in this Action that Defendants manipulated prices and caused losses in the trading of New York Mercantile Exchange (“NYMEX”) and Intercontinental Exchange (“ICE”) Western Texas Intermediate (“WTI”) crude oil futures contracts and monopolized the market for certain WTI crude oil during the Class Period. See ECF No. 66 at ¶¶ 46–108.

6. By order dated June 8, 2015, the Court preliminarily approved the settlement agreement and appointed Burns Charest LLP and Lovell Stewart as Settlement Class Counsel. ECF No. 290.

7. At all times relevant to this dispute, Nussbaum Law acted at the direction of court-appointed Settlement Class Counsel. Nussbaum Law participated in extensive document review and on other such matters, including briefing and/or legal research, as directed by Settlement Class Counsel.

8. Nussbaum Law attorneys assisted lead counsel in the prosecution of the action.

9. Nussbaum Law's total fee compensable time for the period May 2011 to present is 4.2 hours. The lodestar value of such time is \$3,215.00.

10. Attached as Exhibit A is a summary exhibit prepared by Nussbaum Law's timekeeper. Exhibit A reflects Nussbaum Law's hours and lodestar on a year to date basis commencing in May 2011.

11. As set forth in the below schedule, Nussbaum Law has not incurred expenses for which it is currently requesting reimbursement.

<b>Expense Categories</b>	<b>Cumulative Expenses</b>
	-0-
	-0-
<b>TOTAL</b>	-0-

12. The above schedule was prepared based upon expense records reflected in the books and records of Nussbaum Law. These books and records are prepared from expense vouchers, check records, receipts and other source materials.

13. In sum, Nussbaum Law believes that the requested expenses were reasonably and appropriately incurred under the circumstances and should be reimbursed.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on October 2, 2015

/s/ Linda P. Nussbaum